

Solicitation Number:
2009-11025A

Notice Type:
Reissuance

Synopsis:

Reference is made to the June 7, 2010 announcement, reference number 2009-11025A, inviting the submission of qualifications and proposal data for the Uganda – Department of Meteorological Services Modernization Feasibility Study, which was subsequently cancelled on July 7, 2010, as a result of discrepancies between the RFP announcement on the Federal Business Opportunities Website and the RFP announcement provided in Ugandan newspapers, particularly with regard to requirements for a fee to purchase the RFP documents and to provide a bid security upon submitting a proposal.

Please note: The RFP documents are available free of charge and no bid security is required in connection with submitting a proposal pursuant to this RFP.

This is to inform interested U.S. companies that the RFP has been reissued with a proposal due date of 11:00 AM local time on September 30, 2010. The proposal shall be binding upon the Offeror for 120 days after the proposal due date. Offerors that have already submitted a proposal for this RFP are not required to resubmit this proposal; however, they must submit written notice extending the validity of the proposal to 120 days after the proposal due date, signed in the same manner and by the same person who signed the original proposal. Offerors that have already submitted a proposal for this RFP may also withdraw or modify this proposal at any time prior to the proposal due date upon written request, signed in the same manner and by the same person who signed the original proposal.

Please contact USTDA Country Manager Michael DeRenzo via e-mail at mderenzo@ustda.gov or via phone at +1-703-875-4357 with any questions you may have regarding this matter.



THE REPUBLIC OF UGANDA

USTDA

Fax: 505941

Telephone General: 505942 - Hon Minister: Direct: 505621

Hon. Minister of State (Water): 222514

Hon. Minister of State (Environment): 222572

Permanent Secretary: 505945

- Director of Water Development: 220734

Under Secretary: 236359

In any correspondence on __ this subject please quote no adm/108/01

**CONSULTANCY SERVICES TO CARRY OUT FEASIBILITY STUDY
FOR THE MODERNISATION OF DEPARTMENT OF METEOROLOGY**

Ref: MWE/SRV CS/09-1 0/00859

Submission Deadline: **11:00 AM**
LOCAL TIME
September 30, 2010

Submission Place: **The Head Procurement and Disposal Unit**
Ministry of Water and Environment
Portbell Road Luzira
Room 128
P.O Box 20026
Tel: 0414-220229
Kampala, Uganda

UGANDA DEPARTMENT OF METEOROLOGY SERVICE MODERNIZATION

SEALED PROPOSALS SHALL BE CLEARLY MARKED AND RECEIVED PRIOR TO THE TIME AND DATE SPECIFIED ABOVE. PROPOSALS RECEIVED AFTER SAID TIME AND DATE WILL NOT BE ACCEPTED OR CONSIDERED.

THE FOLLOWING REQUEST FOR PROPOSALS (RFP), WHICH WAS ORIGINALLY ISSUED ON JUNE 7, 2010, WITH A SUBMISSION DEADLINE OF JULY 12, 2010, WAS CANCELLED ON JULY 7, 2010, AS A RESULT OF DISCREPANCIES BETWEEN THE RFP ANNOUNCEMENT ON THE FEDERAL BUSINESS OPPORTUNITIES WEBSITE AND THE RFP ANNOUNCEMENT PROVIDED IN UGANDAN NEWSPAPERS, PARTICULARLY WITH REGARD TO REQUIREMENTS FOR A FEE TO PURCHASE THE RFP DOCUMENTS AND TO PROVIDE A BID SECURITY UPON SUBMITTING A PROPOSAL.

PLEASE NOTE: THE RFP DOCUMENTS ARE AVAILABLE FREE OF CHARGE AND NO BID SECURITY IS REQUIRED IN CONNECTION WITH SUBMITTING A PROPOSAL PURSUANT TO THIS RFP.

THE PROPOSAL DUE DATE FOR THIS RFP IS 11:00 AM LOCAL TIME ON SEPTEMBER 30, 2010. THE PROPOSAL SHALL BE BINDING UPON THE OFFEROR FOR 120 DAYS AFTER THE PROPOSAL DUE DATE. OFFERORS THAT HAVE ALREADY SUBMITTED A PROPOSAL FOR THIS RFP ARE NOT REQUIRED TO RESUBMIT THIS PROPOSAL; HOWEVER, THEY MUST SUBMIT WRITTEN NOTICE EXTENDING THE VALIDITY OF THE PROPOSAL TO 120 DAYS AFTER THE PROPOSAL DUE DATE, SIGNED IN THE SAME MANNER AND BY THE SAME PERSON WHO SIGNED THE ORIGINAL PROPOSAL. OFFERORS THAT HAVE ALREADY SUBMITTED A PROPOSAL FOR THIS RFP MAY ALSO WITHDRAW OR MODIFY THIS PROPOSAL AT ANY TIME PRIOR TO THE PROPOSAL DUE DATE UPON WRITTEN REQUEST, SIGNED IN THE SAME MANNER AND BY THE SAME PERSON WHO SIGNED THE ORIGINAL PROPOSAL.

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Section 1: INTRODUCTION

The U.S. Trade and Development Agency (USTDA) has provided a grant in the amount of US\$270,000 to the Ministry of Water and Environment, acting through the Uganda Department of Meteorology (the "Grantee") in accordance with a grant agreement dated September 24, 2009 (the "Grant Agreement") to fund the cost of goods and services required for a feasibility study ("FS") on the proposed Department of Meteorological Services Modernization Project in Uganda. The Grant Agreement is attached at Annex 4 for reference. The Grantee is soliciting technical proposals from qualified U.S. firms to provide expert consulting services to perform the Feasibility Study.

1.1 BACKGROUND SUMMARY

UDM is responsible for tracking weather for both aviation and agricultural purposes in Uganda. The country's current weather monitoring infrastructure is in need of upgrades to better manage forecasting and communications. UDM needs new weather radar at Entebbe Airport, new reporting systems that include communications with existing weather stations, new hardware and software to analyze data and produce timely weather forecasts, and a revised organizational structure to better service Uganda's needs for expanded meteorological services. USTDA's assistance will provide needed assistance to a vitally important part of Uganda's infrastructure, which will impact not only aviation safety and security but also agriculture - its largest export earner. While meteorology must compete with many other priorities within the Ministry, this project will help focus attention on the sector and assist UDM as it moves towards autonomy.

A background Definitional Mission is provided for reference in Annex 2.

1.2 OBJECTIVE

This FS will assess the hardware, software, and facilities requirements of the Uganda Department of Meteorology (UDM) for the next 15 years as well as recommend changes to its organizational structure to optimize the analysis and dissemination of meteorological information to support the agricultural and aviation sectors in Uganda. The Terms of Reference (TOR) for this Feasibility Study are attached as Annex 5.

1.3 PROPOSALS TO BE SUBMITTED

Technical proposals are solicited from interested and qualified U.S. firms. The administrative and technical requirements as detailed throughout the Request for Proposals (RFP) will apply. Specific proposal format and content requirements are detailed in Section 3.

The amount for the contract has been established by a USTDA grant of US\$270,000. **The USTDA grant of \$US270,000 is a fixed amount. Accordingly, COST will not be a factor in the evaluation and therefore, cost proposals should not be submitted.**

Upon detailed evaluation of technical proposals, the Grantee shall select one firm for contract negotiations.

1.4 CONTRACT FUNDED BY USTDA

In accordance with the terms and conditions of the Grant Agreement, USTDA has provided a grant in the amount of US\$270,000 to the Grantee. The funding provided under the Grant Agreement shall be used to fund the costs of the contract between the Grantee and the U.S. firm selected by the Grantee to perform the TOR. The contract must include certain USTDA Mandatory Contract Clauses relating to nationality, taxes, payment, reporting, and other matters. The USTDA nationality requirements and the USTDA Mandatory Contract Clauses are attached at Annexes 3 and 4, respectively, for reference.

Section 2: INSTRUCTIONS TO OFFERORS

2.1 PROJECT TITLE

The project is called the Uganda Department of Meteorological Service Modernization.

2.2 DEFINITIONS

Please note the following definitions of terms as used in this RFP.

The term "Request for Proposals" means this solicitation of a formal technical proposal, including qualifications statement.

The term "Offeror" means the U.S. firm, including any and all subcontractors, which responds to the RFP and submits a formal proposal and which may or may not be successful in being awarded this procurement.

2.3 DEFINITIONAL MISSION REPORT

USTDA sponsored a Definitional Mission to address technical, financial, sociopolitical, environmental and other aspects of the proposed project. A copy of the report is attached at Annex 2 for background information only. Please note that the TOR referenced in the report are included in this RFP as Annex 5.

2.4 EXAMINATION OF DOCUMENTS

Offerors should carefully examine this RFP. It will be assumed that Offerors have done such inspection and that through examinations, inquiries and investigation they have become familiarized with local conditions and the nature of problems to be solved during the execution of the Feasibility Study.

Offerors shall address all items as specified in this RFP. Failure to adhere to this format may disqualify an Offeror from further consideration.

Submission of a proposal shall constitute evidence that the Offeror has made all the above mentioned examinations and investigations, and is free of any uncertainty with respect to conditions which would affect the execution and completion of the Feasibility Study.

2.5 PROJECT FUNDING SOURCE

The Feasibility Study will be funded under a grant from USTDA. The total amount of the grant is not to exceed US\$270,000.

2.6 RESPONSIBILITY FOR COSTS

Offeror shall be fully responsible for all costs incurred in the development and submission of the proposal. Neither USTDA nor the Grantee assumes any obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by an Offeror, the evaluation of proposals, final selection or negotiation of a contract.

2.7 TAXES

Offerors should submit proposals that note that in accordance with the USTDA Mandatory Contract Clauses, USTDA grant funds shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in the Host Country.

2.8 CONFIDENTIALITY

The Grantee will preserve the confidentiality of any business proprietary or confidential information submitted by the Offeror, which is clearly designated as such by the Offeror, to the extent permitted by the laws of the Host Country.

2.9 ECONOMY OF PROPOSALS

Proposal documents should be prepared simply and economically, providing a comprehensive yet concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

2.10 OFFEROR CERTIFICATIONS

The Offeror shall certify (a) that its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with, and agreement of, any undisclosed group, association, organization, or corporation; (b) that it has not directly or indirectly induced or solicited any other Offeror

to put in a false proposal; (c) that it has not solicited or induced any other person, firm, or corporation to refrain from submitting a proposal; and (d) that it has not sought by collusion to obtain for itself any advantage over any other Offeror or over the Grantee or USTDA or any employee thereof.

2.11 CONDITIONS REQUIRED FOR PARTICIPATION

Only U.S. firms are eligible to participate in this tender. However, U.S. firms may utilize subcontractors from the Host Country for up to 20 percent of the amount of the USTDA grant for specific services from the TOR identified in the subcontract. USTDA's nationality requirements, including definitions, are detailed in Annex 3.

2.12 LANGUAGE OF PROPOSAL

All proposal documents shall be prepared and submitted in English, and only English.

2.13 PROPOSAL SUBMISSION REQUIREMENTS

The **Cover Letter** in the proposal must be addressed to:

**The Head Procurement and Disposal Unit
Ministry of Water and Environment
Portbell Road Luzira
Room 128
P.O. Box 20026
Tel: 0414-220229
Kampala, Uganda**

FAX: 256 414 220074

An Original and eight (8) copies of your proposal must be received at the above address no later than 11:00 AM local time on September 30, 2010.

Proposals may be either sent by mail, overnight courier, or hand-delivered. Whether the proposal is sent by mail, courier or hand-delivered, the Offeror shall be responsible for actual delivery of the proposal to the above address before the deadline. Any proposal received after the deadline will be returned unopened. The Grantee will promptly notify any Offeror if its proposal was received late.

Upon timely receipt, all proposals become the property of the Grantee.

2.14 PACKAGING

The original and each copy of the proposal must be sealed to ensure confidentiality of the information. The proposals should be individually wrapped and sealed, and labeled for content including "original" or "copy number x"; the original and eight (8) copies should be collectively wrapped and sealed, and clearly labeled.

Neither USTDA nor the Grantee will be responsible for premature opening of proposals not properly wrapped, sealed and labeled.

2.15 AUTHORIZED SIGNATURE

The proposal must contain the signature of a duly authorized officer or agent of the Offeror empowered with the right to bind the Offeror.

2.16 EFFECTIVE PERIOD OF PROPOSAL

The proposal shall be binding upon the Offeror for 120 days after the proposal due date, and Offeror may withdraw or modify this proposal at any time prior to the due date upon written request, signed in the same manner and by the same person who signed the original proposal.

2.17 EXCEPTIONS

All Offerors agree by their response to this RFP announcement to abide by the procedures set forth herein. No exceptions shall be permitted.

2.18 OFFEROR QUALIFICATIONS

As provided in Section 3, Offerors shall submit evidence that they have relevant past experience and have previously delivered advisory, feasibility study and/or other services similar to those required in the TOR, as applicable.

2.19 RIGHT TO REJECT PROPOSALS

The Grantee reserves the right to reject any and all proposals.

2.20 PRIME CONTRACTOR RESPONSIBILITY

Offerors have the option of subcontracting parts of the services they propose. The Offeror's proposal must include a description of any anticipated subcontracting arrangements, including the name, address, and qualifications of any subcontractors. USTDA nationality provisions apply to the use of subcontractors and are set forth in detail in Annex 3. The successful Offeror shall cause appropriate provisions of its

contract, including all of the applicable USTDA Mandatory Contract Clauses, to be inserted in any subcontract funded or partially funded by USTDA grant funds.

2.21 AWARD

The Grantee shall make an award resulting from this RFP to the best qualified Offeror, on the basis of the evaluation factors set forth herein. The Grantee reserves the right to reject any and all proposals received and, in all cases, the Grantee will be the judge as to whether a proposal has or has not satisfactorily met the requirements of this RFP.

2.22 COMPLETE SERVICES

The successful Offeror shall be required to (a) provide local transportation, office space and secretarial support required to perform the TOR if such support is not provided by the Grantee; (b) provide and perform all necessary labor, supervision and services; and (c) in accordance with best technical and business practice, and in accordance with the requirements, stipulations, provisions and conditions of this RFP and the resultant contract, execute and complete the TOR to the satisfaction of the Grantee and USTDA.

2.23 INVOICING AND PAYMENT

Deliverables under the contract shall be delivered on a schedule to be agreed upon in a contract with the Grantee. The Contractor may submit invoices to the designated Grantee Project Director in accordance with a schedule to be negotiated and included in the contract. After the Grantee's approval of each invoice, the Grantee will forward the invoice to USTDA. If all of the requirements of USTDA's Mandatory Contract Clauses are met, USTDA shall make its respective disbursement of the grant funds directly to the U.S. firm in the United States. All payments by USTDA under the Grant Agreement will be made in U.S. currency. Detailed provisions with respect to invoicing and disbursement of grant funds are set forth in the USTDA Mandatory Contract Clauses attached in Annex 4.

Section 3: PROPOSAL FORMAT AND CONTENT

To expedite proposal review and evaluation, and to assure that each proposal receives the same orderly review, all proposals must follow the format described in this section.

Proposal sections and pages shall be appropriately numbered and the proposal shall include a Table of Contents. Offerors are encouraged to submit concise and clear responses to the RFP. Proposals shall contain all elements of information requested without exception. Instructions regarding the required scope and content are given in this section. The Grantee reserves the right to include any part of the selected proposal in the final contract.

The proposal shall consist of a technical proposal only. A cost proposal is NOT required because the amount for the contract has been established by a USTDA grant of US\$270,000, which is a fixed amount.

Offerors shall submit one (1) original and eight (8) copies of the proposal. Proposals received by fax cannot be accepted.

Each proposal must include the following:

- Transmittal Letter,
- Cover/Title Page,
- Table of Contents,
- Executive Summary,
- Company Information,
- Organizational Structure, Management Plan, and Key Personnel,
- Technical Approach and Work Plan, and
- Experience and Qualifications.

Detailed requirements and directions for the preparation of the proposal are presented below.

3.1 EXECUTIVE SUMMARY

An Executive Summary should be prepared describing the major elements of the proposal, including any conclusions, assumptions, and general recommendations the Offeror desires to make. Offerors are requested to make every effort to limit the length of the Executive Summary to no more than five (5) pages.

3.2 COMPANY INFORMATION

For convenience, the information required in this Section 3.2 may be submitted in the form attached in Annex 6 hereto.

3.2 COMPANY INFORMATION

For convenience, the information required in this Section 3.2 may be submitted in the form attached in Annex 6 hereto.

3.2.1 Company Profile

Provide the information listed below relative to the Offeror's firm. If the Offeror is proposing to subcontract some of the proposed work to another firm(s), the information requested in sections 3.2.5 and 3.2.6 below must be provided for each subcontractor.

1. Name of firm and business address (street address only), including telephone and fax numbers.
2. Year established (include predecessor companies and year(s) established, if appropriate).
3. Type of ownership (e.g. public, private or closely held).
4. If private or closely held company, provide list of shareholders and the percentage of their ownership.
5. List of directors and principal officers (President, Chief Executive Officer, Vice-President(s), Secretary and Treasurer; provide full names including first, middle and last). Please place an asterisk (*) next to the names of those principal officers who will be involved in the Technical assistance.
6. If Offeror is a subsidiary, indicate if Offeror is a wholly-owned or partially-owned subsidiary. Provide the information requested in items 1 through 5 above for the Offeror's parent(s).
7. Project Manager's name, address, telephone number, e-mail address and fax number.

3.2.2 Offeror's Authorized Negotiator

Provide name, title, address, telephone number, e-mail address and fax number of the Offeror's authorized negotiator. The person cited shall be empowered to make binding commitments for the Offeror and its subcontractors, if any.

3.2.3 Negotiation Prerequisites

1. Discuss any current or anticipated commitments which may impact the ability of the Offeror or its subcontractors to complete the Technical assistance as proposed and reflect such impact within the project schedule.
2. Identify any specific information which is needed from the Grantee before commencing contract negotiations.

3.2.4 Offeror's Representations

If any of the following representations cannot be made, or if there are exceptions, the Offeror must provide an explanation.

1. Offeror is a corporation [*insert applicable type of entity if not a corporation*] duly organized, validly existing and in good standing under the laws of the State of _____. The Offeror has all the requisite corporate power and authority

to conduct its business as presently conducted, to submit this proposal, and if selected, to execute and deliver a contract to the Grantee for the performance of the Technical assistance. The Offeror is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment, or ineligible for the award of contracts by any federal or state governmental agency or authority.

2. The Offeror has included, with this proposal, a certified copy of its Articles of Incorporation, and a certificate of good standing issued within one month of the date of its proposal by the State of _____. The Offeror commits to notify USTDA and the Grantee if they become aware of any change in their status in the state in which they are incorporated. USTDA retains the right to request an updated certificate of good standing.
3. Neither the Offeror nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
4. Neither the Offeror, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.
5. There are no federal or state tax liens pending against the assets, property or business of the Offeror. The Offeror, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
6. The Offeror has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The Offeror has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected Offeror shall notify the Grantee and USTDA if any of the representations included in its proposal are no longer true and correct at the time of its entry into a contract with the Grantee.

3.2.5 Subcontractor Profile

1. Name of firm and business address (street address only), including telephone and fax numbers.
2. Year established (include predecessor companies and year(s) established, if appropriate).

3.2.6 Subcontractor's Representations

If any of the following representations cannot be made, or if there are exceptions, the Subcontractor must provide an explanation.

1. Subcontractor is a corporation *[insert applicable type of entity if not a corporation]* duly organized, validly existing and in good standing under the laws of the State of _____. The subcontractor has all the requisite corporate power and authority to conduct its business as presently conducted, to participate in this proposal, and if the Offeror is selected, to execute and deliver a subcontract to the Offeror for the performance of the Technical assistance and to perform the Technical assistance. The subcontractor is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment or ineligible for the award of contracts by any federal or state governmental agency or authority.
2. Neither the subcontractor nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
3. Neither the subcontractor, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.
4. There are no federal or state tax liens pending against the assets, property or business of the subcontractor. The subcontractor, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
5. The subcontractor has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The subcontractor has not

had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected subcontractor shall notify the Offeror, Grantee and USTDA if any of the representations included in this proposal are no longer true and correct at the time of the Offeror's entry into a contract with the Grantee.

3.3 ORGANIZATIONAL STRUCTURE, MANAGEMENT, AND KEY PERSONNEL

Describe the Offeror's proposed project organizational structure. Discuss how the project will be managed including the principal and key staff assignments for this Feasibility Study. Identify the Project Manager who will be the individual responsible for this project. The Project Manager shall have the responsibility and authority to act on behalf of the Offeror in all matters related to the Feasibility Study.

Provide a listing of personnel (including subcontractors) to be engaged in the project, including both U.S. and local subcontractors, with the following information for key staff: position in the project; pertinent experience, curriculum vitae; other relevant information. If subcontractors are to be used, the Offeror shall describe the organizational relationship, if any, between the Offeror and the subcontractor.

A manpower schedule and the level of effort for the project period, by activities and tasks, as detailed under the Technical Approach and Work Plan shall be submitted. A statement confirming the availability of the proposed project manager and key staff over the duration of the project must be included in the proposal.

3.4 TECHNICAL APPROACH AND WORK PLAN

Describe in detail the proposed Technical Approach and Work Plan (the "Work Plan"). Discuss the Offeror's methodology for completing the project requirements. Include a brief narrative of the Offeror's methodology for completing the tasks within each activity series. Begin with the information gathering phase and continue through delivery and approval of all required reports.

Prepare a detailed schedule of performance that describes all activities and tasks within the Work Plan, including periodic reporting or review points, incremental delivery dates, and other project milestones.

Based on the Work Plan, and previous project experience, describe any support that the Offeror will require from the Grantee. Detail the amount of staff time required by the Grantee or other participating agencies and any work space or facilities needed to complete the Feasibility Study.

3.5 EXPERIENCE AND QUALIFICATIONS

Provide a discussion of the Offeror's experience and qualifications that are relevant to the objectives and TOR for the Feasibility Study. If a subcontractor(s) is being used, similar information must be provided for the prime and each subcontractor firm proposed for the project. The Offeror shall provide information with respect to relevant experience and qualifications of key staff proposed. The Offeror shall include letters of commitment from the individuals proposed confirming their availability for contract performance.

As many as possible but not more than six (6) relevant and verifiable project references must be provided for each of the Offeror and any subcontractor, including the following information:

Project name,
Name and address of client (indicate if joint venture),
Client contact person (name/ position/ current phone and fax numbers),
Period of Contract,
Description of services provided,
Dollar amount of Contract, and
Status and comments.

Offerors are strongly encouraged to include in their experience summary primarily those projects that are similar to or larger in scope than the Feasibility Study as described in this RFP.

3.6 CONSULTANCY TEAM

All team members should have at least a first (bachelor's) degree and preferably a second (master's) degree from recognized universities in any of the following disciplines -- natural sciences, meteorology, environmental science, computer science, information technology (preferably Information and Communications Technology), economics, business administration. A PhD in a relevant field will be an added advantage.

3.6.1 Team leader

- Demonstrated experience of at least five years of working with or for meteorological services
- Extensive breadth and depth of relevant regional/ international experience in designing, developing and implementing modern meteorological systems
- Familiarity with local, regional and international (WMO and ICAO) meteorological and aviation regulations and requirements
- Familiarity with cost analysis and capital investment planning for regional/ international strategic plans
- Demonstrated team leadership/ project management abilities in relevant regional/ international projects

The team should preferably consist of specialists in at least the following key areas:-

1. Aviation meteorology:

Aviation Meteorologist (Not less than three years experience)

- Extensive experience in design and implementation of a modern aviation weather forecasting centre
- Extensive experience in the assessment and development of a new organizational structure for a National Meteorology Service
- Extensive experience in the design and implementation of a radar and lighting detection system for a National Meteorological Service at regional and international level
- Familiarity with local, regional and international (WMO and ICAO) meteorological and aviation regulations and requirements

2. Agricultural meteorology:

Agricultural Meteorologist (Not less than three years experience)

- Extensive experience as an operational agricultural Meteorologist (Not less than three years experience), including product distribution to clients
- Extensive experience in multi dataset analysis to assess impact on the progress of crops

3. Environmental Impact Assessment

Environmental Specialist (Not less than three years experience)

- Extensive experience in conducting EIA for feasibility studies (Not less than three years experience)
- Experience in collecting, analyzing and interpreting thematic multiple datasets using GIS
- Extensive experience in analyzing satellite datasets / images for EIA projects

4. Meteorological Networks/Instrumentation (Not less than three years experience)

- Experience in designing meteorological stations networks
- Knowledgeable in meteorological instruments and installations

5. Information and Communication Technology (Not less than three years experience)

- Demonstrated experience in designing meteorological communication systems
- Demonstrated experience in communications networking and web designing
- Experience in satellite communication

6. Finance

Finance Specialist (Not less than three years experience)

- Experience in development impact analysis and implementation financing of a

- national / regional meteorological project
 - Working experience in an international financial institution setting (World Bank, IMF, IFC, ADB, PTA Bank, etc)
 - Extensive experience in assessment of investment portfolios; some bias in environment and meteorology is desirable
- Familiarity with cost analysis and capital investment planning for regional/ international strategic plans

Section 4: AWARD CRITERIA

Individual proposals will be initially evaluated by a Procurement Selection Committee of representatives from the Grantee. The Committee will then conduct a final evaluation and completion of ranking of qualified Offerors. The Grantee will notify USTDA of the best qualified Offeror, and upon receipt of USTDA's no-objection letter, the Grantee shall promptly notify all Offerors of the award and negotiate a contract with the best qualified Offeror. If a satisfactory contract cannot be negotiated with the best qualified Offeror, negotiations will be formally terminated. Negotiations may then be undertaken with the second most qualified Offeror and so forth.

The selection of the Contractor will be based on the following criteria:

Technical Experience (40 points): Firm and team experience in preparing feasibility studies for national/regional meteorological services, including design, equipment, operation, workload demand estimation, distribution/dissemination procedures, environmental impact, and procurement procedures. This should include a demonstrated understanding of international meteorological standards and practices as well as International Civil Aviation Organization (ICAO) regulations and requirements.

Finance (10 points): Firm and team experience in cost analysis, cost estimating, and development of a capital investment program for similar services projects. Experience with, and understanding of, the requirements of the international development banks, such as the African Development Bank, that are likely to support the Project.

Regional Experience (25 points): Firm and team's familiarity with the meteorological situation in East Africa, including local and international regulations and requirements.

Work Plan and Methodology (25 points): Adequacy of the proposed work plan and suggested overall approach in responding to the Terms of Reference. Soundness and thoroughness of the technical approach and work plan detailed in the proposal and the overall quality of the presentation should be evaluated. The proposal should provide an organization chart of key personnel with their qualifications and a staffing schedule for each key activity.

Proposals that do not include all requested information may be considered non-responsive.

Price will not be a factor in contractor selection.

ANNEX 1

The Head Procurement and Disposal Unit, Ministry of Water and Environment, Portbell Road Luzira, Room 128, P.O. Box 20026, Kampala, Uganda

2009-11025A, Uganda Department of Meteorology Modernization Project

POC: Nina Patel, USTDA, 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357, Fax: (703) 875-4009. UGANDA DEPARTMENT OF METEOROLOGY MODERNIZATION PROJECT. The Grantee invites submission of qualifications and proposal data (collectively referred to as the "Proposal") from interested U.S. firms that are qualified on the basis of experience and capability to develop a feasibility study to support the Uganda Department of Meteorology (UDM).

UDM is responsible for tracking weather for both aviation and agricultural purposes in Uganda. The country's current weather monitoring infrastructure is in need of upgrades to better manage forecasting and communications. UDM needs new weather radar at Entebbe Airport, new reporting systems that include communications with existing weather stations, new hardware and software to analyze data and produce timely weather forecasts, and a revised organizational structure to better service Uganda's needs for expanded meteorological services.

This FS will assess the hardware, software, and facilities requirements of the Uganda Department of Meteorology (UDM) for the next 15 years as well as recommend changes to its organizational structure to optimize the analysis and dissemination of meteorological information to support the agricultural and aviation sectors in Uganda. The U.S. firm selected will be paid in U.S. dollars from a \$270,000 grant to the Grantee from the U.S. Trade and Development Agency (USTDA).

A detailed Request for Proposals (RFP), which includes requirements for the Proposal, the Terms of Reference, and a background definitional mission/desk study report are available from USTDA, at 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901. To request the RFP in PDF format, please go to:

<https://www.ustda.gov/businessopps/rfpform.asp>. Requests for a mailed hardcopy version of the RFP may also be faxed to the IRC, USTDA at 703-875-4009. In the fax, please include your firm's name, contact person, address, and telephone number. Some firms have found that RFP materials sent by U.S. mail do not reach them in time for preparation of an adequate response. Firms that want USTDA to use an overnight delivery service should include the name of the delivery service and your firm's account number in the request for the RFP. Firms that want to send a courier to USTDA to retrieve the RFP should allow one hour after faxing the request to USTDA before scheduling a pick-up. Please note that no telephone requests for the RFP will be honored. Please check your internal fax verification receipt. Because of the large number of RFP requests, USTDA cannot respond to requests for fax verification. Requests for RFPs received before 4:00 PM will be mailed the same day. Requests received after 4:00 PM will be mailed the following day. Please check with your courier and/or mail room before calling USTDA.

Only U.S. firms and individuals may bid on this USTDA financed activity. Interested firms, their subcontractors and employees of all participants must qualify under USTDA's nationality requirements as of the due date for submission of qualifications and proposals and, if selected to carry out the USTDA-financed activity, must continue to meet such requirements throughout the duration of the USTDA-financed activity. All goods and services to be provided by the selected firm shall have their nationality, source and origin in the U.S. or host country. The U.S. firm may use subcontractors from the host country for up to 20 percent of the USTDA grant amount. Details of USTDA's nationality requirements and mandatory contract clauses are also included in the RFP.

Interested U.S. firms should submit their Proposal in English directly to the Grantee by 11:00 AM LOCAL TIME July 12, 2010 at the above address. Evaluation criteria for the Proposal are included in the RFP. Price will not be a factor in contractor selection, and therefore, cost proposals should NOT be submitted. The Grantee reserves the right to reject any and/or all Proposals. The Grantee also reserves the right to contract with the selected firm for subsequent work related to the project. The Grantee is not bound to pay for any costs associated with the preparation and submission of Proposals.

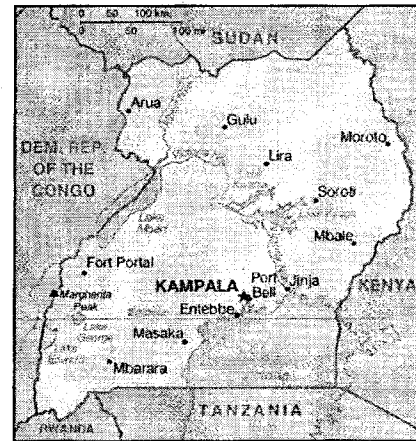
ANNEX 2

Uganda

Aviation Sector Overview

Uganda has significant mineral deposits (copper, cobalt, gold) and enjoys fertile soils and regular rainfall. Like other East African nations, agriculture is the most important sector of its economy, employing over 80% of the work force. Coffee provides the majority of export revenues.

The Civil Aviation Authority (“UCAA”), overseer of air transport in Uganda, is focused on private sector initiatives to develop infrastructure. It controls air space and airports through directorates: the Directorate of Air Navigation Services (“UDANS”) and the Directorate of Airports and Aviation Security (“UDCAA”), which is charged with the day-to-day operation of the airports and has responsibility to develop, operate, and maintain airports as commercially viable entities. UDCAA is focusing development efforts at *Entebbe International Airport*, the main international airport that serves Kampala.



The Uganda Department of Meteorological Service (“UDM”) is currently a department in the Ministry of Water and Environment and is slated to become an independent agency in 2009. UDM was established in 1978. Its main function is to provide weather forecasts and meteorological services for aviation, but it is also responsible for the provision of meteorological services to all sectors of the Ugandan economy.

Air Uganda, based in Kampala, was formed in 2007, and is 100% owned by the Aga Khan Fund for Economic Development (“AKFED”).

Site Visit

Frank Rosenberg visited Uganda, September 8 – 12, 2008, where he held meaningful discussions to discover developmental priorities and identify projects that the USTDA may support. He met with government and aviation officials, including: Samakula Kiwanuka, Minister of State, Ministry of Infrastructures; Ambrose Akandonda, Managing Director, UCAA, and Rama Makuza, its Deputy Director; George Obua, Asst. Meteorological Commissioner, UDM; and Anthony Moli Ochera, Finance Officer, Air Uganda.

Project Description

The DM recommends that USTDA support the modernization of the Uganda Department of Meteorological Service by funding a Study to recommend changes to its organizational structure that will lead to optimization of the analysis and dissemination of meteorological information to all sectors of the Ugandan economy, including the aviation sector, and to assess the hardware, software, and facilities requirements of the UDM for the next 15 years. Particular attention must be given to how to develop the human resources needed for the long-term sustainability of meteorological services in Uganda and to review the organizational structure and to make appropriate recommendations for an efficient, business-oriented entity.

Background

UDM is currently a mainstream department in the Ministry of Water and Environment and is slated to become a semi-autonomous executive agency in 2009. The UDM was established in 1977 and is responsible for the provision of meteorological services to all sectors of the Ugandan economy. Its main function has been providing weather forecasts and other meteorological services to support the aviation sector. Prior to UDM taking on the role, these services were provided under the framework of the East African Community that included Uganda, Kenya, and Tanzania.

The main functions of the UDM are to: observe, collect, archive, and disseminate meteorological and related information; provide weather and climate services and warnings for safety of life and property to the general public, including the aviation sector, agriculture, water resources, disaster management, health services, and the construction industry; carry out research and training in meteorology and climatology for use in social development planning; and participate in regional and international meteorological organizations.

The safety of aircraft in flight and during takeoff and landing depends to a great extent on weather information provided to aviation users. The UDM weather radar at Entebbe Airport is currently malfunctioning, and aircraft are able to get wind indications only from the perimeter of the airport, with limited reports of the local wind conditions at various flight levels, reports that are vital to avoid wind shear and other issues during landing. The UDM relies on hourly weather reports by VHF or cell phone from 12 weather stations around the country. ICT systems used by UDM at the National Meteorological Center do not operate reliably. While the UDM is striving to provide services to meet Uganda's aviation needs to support airline safety, it also is unable to fully provide adequate or reliable forecasts to its agricultural sector.

UDM believes it needs a new weather radar at Entebbe Airport, new reporting systems that include communications with existing weather stations, new hardware and software to analyze

data and produce timely weather forecasts, and a revised organizational structure to better service Uganda's needs for expanded meteorological services. The Study is intended (1) to provide recommended changes to its organizational structure to optimize the analysis and dissemination of meteorological information to support the agricultural and aviation sectors in Uganda and (2) to assess the hardware, software, and facilities requirements of the UDM for the next 15 years. Lastly, but equally important, is the need to build a structure that will provide human capacity building to support the long term provision of meteorological services within Uganda.

Sponsor Capabilities and Commitment

The Permanent Secretary in the Ministry of Water and Environment has expressed his full support of the Project and his approval for the feasibility study to proceed. George Obua, Assistant Commissioner of Meteorology at the UDM, requested USTDA's help to support the modernization of UDM, and the DM is confident that his organization is capable of implementing the Project and is fully committed to its success.

Implementation Financing

The DM has identified the following potential sources of financing for the Project:

African Development Bank ("ADB") – During the DM Team's visit to Uganda, the ADB's Daniel Rutabingwa, Investment Officer in Kampala, said the bank would prefer to support a regional meteorological initiative, possibly through EAC. However, we believe ADB would probably support this project since it will support the important agricultural sector in Uganda.

World Bank Group ("WBG") – WBG is the leading financier of development projects in Africa. Much of this is through the WBG's soft lending entity, the International Development Association ("IDA"), which, in fiscal year 2007 committed \$5.7 billion to projects in the Sub-Saharan region. Much of this going to expand infrastructure. Of the 2007 commitment, \$870 million was transport sector lending. The WBG is active in Uganda with 20 projects totaling \$1.45 billion.

Export-Import Bank of the United States ("Ex-Im") – Ex-Im is open for business in Uganda in the public and private sectors with its full range of support. In all cases, projects need to be well-founded and offer a reasonable assurance of repayment.

Eastern and Southern African Trade and Development Bank ("PTA Bank") – PTA Bank is a financial entity that supports entities in both the public and private sector in its member states, which includes Uganda. Transport projects are a current focus at PTA Bank.

East Africa Development Bank ("EADB") – The EADB is owned by the governments of Kenya, Uganda, and Tanzania (approximately 25% each) and the African Development Bank (13.5%). Entities of the Dutch and German governments and several European commercial banks own the balance. The bank is headquartered in Kampala with offices in the other two shareholder countries. One of its focus areas is infrastructure financing.

U.S. Export Potential

ACA estimates that the UDM modernization will have a total cost of about \$23 million. It will include equipment and services with a value of about \$22 million that could be supplied by U.S. firms, including design services, meteorological and communications equipment, and consulting and engineering services.

Uganda Meteorological Services Modernization 15- year Cost Estimates – U.S. \$		
	Total	U.S. Supplier Potential
Automated Weather Observation	\$1,000,000	\$1,000,000
Doppler Weather Radar X band	\$1,600,000	\$1,600,000
Next Gen Radar	\$10,000,000	\$10,000,000
Satellite Phones/Hi Freq Radio	\$1,000,000	\$1,000,000
Miscellaneous Office Equipment	\$500,000	\$200,000
Satellite Comm's - base and line	\$4,000,000	\$4,000,000
Civil Costs	\$1,000,000	
Total	\$19,100,000	\$17,800,000
Contingency 20%	\$3,820,000	\$3,560,000
Total Project	\$22,920,000	\$22,360,000

U.S. Suppliers

ACA contacted officials at U.S. firms that it considers potential suppliers of goods or services to the modernization of UDM to determine each firm's interest, and 10 have asked to be kept informed.

Appendix A includes potential U.S. suppliers of meteorological and communications equipment and services that would be needed to complete the Project.

Foreign Competition and Market Entry Issues

Uganda has very close historical and economic ties with European nations, in particular the UK. Its main trading partners for imports are Kenya, China, and the UAE. There is no impediment to

U.S. exports to Uganda which were valued at \$80 million in 2007, up almost 60% from the year earlier.

There are many companies based outside the U.S. selling meteorological equipment that will provide strong competition for U.S. companies; Eliasson of Sweden, Vaisala of Finland, and Casella of UK are three of the largest.

Developmental Impact

The Project will allow Uganda to continue to develop its economy both by ensuring safer skies and air travel and from improving agricultural output, the largest source of Uganda's exports.

Infrastructure: The primary benefit of the Project is to provide Uganda with the ability to enhance agricultural output, thus increasing export earnings. This will benefit the overall Ugandan economy and will lead to further infrastructure development and enhancement that results from greater economic activity.

Market Oriented Reforms: By stimulating the economy, through improvements in agricultural production and aviation safety, the Project will contribute to the market economy in Uganda.

Human Capacity Building: The UDM currently employs a total of 150 meteorologists, technicians, and administrative staff. UDM estimates that an expanded service will employ about 400 staff. These staff members will need to be trained to the highest global standards, adding to the technical skill base of Uganda's labor pool.

Technology Transfer and Productivity Improvement: The Project will incorporate the latest technology systems and equipment, thereby enhancing the capability to produce more accurate forecasts more frequently while simultaneously increasing productivity by automating tasks that in the past had to be performed manually.

Impact on Environment

The DM expects that the Project will have minimal environmental impact. Any new construction will incorporate the latest energy saving systems so should reduce pollution and greenhouse gas emissions, which should produce a positive impact on the environment.

Impact on U.S. Labor

The Project will not cause any dislocation of U.S. jobs. It is not expected to: (a) provide any incentive to induce a business enterprise currently located in the U.S. to relocate outside the U.S. or to reduce the number of employees in the U.S. by relocating production currently in the U.S. to overseas facilities; (b) contribute to the violation of internationally recognized workers' rights; or (c) contribute to the production of any commodity that is in surplus in the global markets.

In fact the Project should have a positive impact on the U.S. labor market because it will provide business opportunities in Uganda for U.S. firms to supply meteorological-related goods and services.

Justification

This Study is needed to support the Ugandan Meteorological Service as it becomes an independent agency. In particular, UDM needs independent advice on the restructuring of its organization to develop as an efficient, professional meteorological service provider, and on its hardware and software shortcomings that are preventing it from providing state of the art meteorological services to aviation users and to the agriculture sector.

The inability to provide airport users with wind-shear warnings during severe weather and aircraft with timely storm warnings are obvious aviation-related safety related issues. Agriculture is the major source of foreign exchange for Uganda, and improvements in the productivity of this sector that could be gained through improved weather forecasts will support the long-term growth of the overall Ugandan economy. In addition, the general public should not be overlooked when assessing the benefits of better weather forecasts!

Significant potential exists for U.S. firms to export goods and services in a business sector where the U.S. has a true center of excellence to an African nation with which the U.S. has good relations. USTDA support of the Project will: (a) help ensure its "go ahead" by providing an independent confirmation of its feasibility that can be used with funding agencies; and (b) draw favorable attention to U.S. suppliers beyond those directly associated with the Project.

ANNEX 3



U.S. TRADE AND DEVELOPMENT AGENCY Arlington, VA 22209-2131

NATIONALITY, SOURCE, AND ORIGIN REQUIREMENTS

The purpose of USTDA's nationality, source, and origin requirements is to assure the maximum practicable participation of American contractors, technology, equipment and materials in the prefeasibility, feasibility, and implementation stages of a project.

USTDA STANDARD RULE (GRANT AGREEMENT STANDARD LANGUAGE):

Except as USTDA may otherwise agree, each of the following provisions shall apply to the delivery of goods and services funded by USTDA under this Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from host country may not exceed twenty percent (20%) of the USTDA Grant amount and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for implementation of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in host country are not subject to the above restrictions. USTDA will make available further details concerning these standards of eligibility upon request.

NATIONALITY:

1) Rule

Except as USTDA may otherwise agree, the Contractor for USTDA funded activities must be either a U.S. firm or a U.S. individual. Prime contractors may utilize U.S. subcontractors without limitation, but the use of host country subcontractors is limited to 20% of the USTDA grant amount.

2) Application

Accordingly, only a U.S. firm or U.S. individual may submit proposals on USTDA funded activities. Although those proposals may include subcontracting arrangements with host country firms or individuals for up to 20% of the USTDA grant amount, they may not include subcontracts with third country entities. U.S. firms submitting proposals must ensure that the professional services funded by the USTDA grant, to the extent not subcontracted to host country entities, are supplied by employees of the firm or employees of U.S. subcontractor firms who are U.S. individuals.

Interested U.S. firms and consultants who submit proposals must meet USTDA nationality requirements as of the due date for the submission of proposals and, if selected, must continue to meet such requirements throughout the duration of the USTDA-financed activity. These nationality provisions apply to whatever portion of the Terms of Reference is funded with the USTDA grant.

3) Definitions

A "U.S. individual" is (a) a U.S. citizen, or (b) a non-U.S. citizen lawfully admitted for permanent residence in the U.S. (a green card holder).

A "U.S. firm" is a privately owned firm which is incorporated in the U.S., with its principal place of business in the U.S., and which is either (a) more than 50% owned by U.S. individuals, or (b) has been incorporated in the U.S. for more than three (3) years prior to the issuance date of the request for proposals; has performed similar services in the U.S. for that three (3) year period; employs U.S. citizens in more than half of its permanent full-time positions in the U.S.; and has the existing capability in the U.S. to perform the work in question.

A partnership, organized in the U.S. with its principal place of business in the U.S., may also qualify as a "U.S. firm" as would a joint venture organized or incorporated in the United States consisting entirely of U.S. firms and/or U.S. individuals.

A nonprofit organization, such as an educational institution, foundation, or association may also qualify as a "U.S. firm" if it is incorporated in the United States and managed by a governing body, a majority of whose members are U.S. individuals.

SOURCE AND ORIGIN:

1) Rule

In addition to the nationality requirement stated above, any goods (e.g., equipment and materials) and services related to their shipment (e.g., international transportation and insurance) funded under the USTDA Grant Agreement must have their source and origin in the United States, unless USTDA otherwise agrees. However, necessary purchases of

goods and project support services which are unavailable from a U.S. source (e.g., local food, housing and transportation) are eligible without specific USTDA approval.

2) Application

Accordingly, the prime contractor must be able to demonstrate that all goods and services purchased in the host country to carry out the Terms of Reference for a USTDA Grant Agreement that were not of U.S. source and origin were unavailable in the United States.

3) Definitions

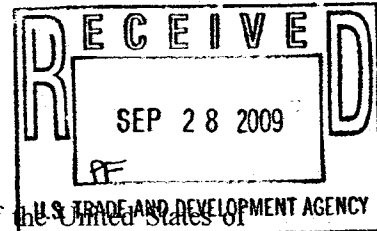
"Source" means the country from which shipment is made.

"Origin" means the place of production, through manufacturing, assembly or otherwise.

Questions regarding these nationality, source and origin requirements may be addressed to the USTDA Office of General Counsel.

ANNEX 4

GRANT AGREEMENT



This Grant Agreement is entered into between the Government of the United States of America, acting through the U.S. Trade and Development Agency ("USTDA") and the Government of the Republic of Uganda acting through the Ministry of Water and Environment, acting through the Uganda Department of Meteorology ("Grantee"). USTDA agrees to provide the Grantee under the terms of this Agreement US\$270,000 ("USTDA Grant") to fund the cost of goods and services required for a feasibility study ("Study") on the proposed Department of Meteorological Services Modernization Project ("Project") in Uganda ("Host Country").

PDF:

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1. USTDA Funding

The funding to be provided under this Grant Agreement shall be used to fund the costs of a contract between the Grantee and the U.S. firm selected by the Grantee ("Contractor") under which the Contractor will perform the Study ("Contract"). Payment to the Contractor will be made directly by USTDA on behalf of the Grantee with the USTDA Grant funds provided under this Grant Agreement.

2. Terms of Reference

The Terms of Reference for the Study ("Terms of Reference") are attached as Annex I and are hereby made a part of this Grant Agreement. The Study will examine the technical, financial, environmental, and other critical aspects of the proposed Project. The Terms of Reference for the Study shall also be included in the Contract.

3. Standards of Conduct

USTDA and the Grantee recognize the existence of standards of conduct for public officials, and commercial entities, in their respective countries. The parties to this Grant Agreement and the Contractor shall observe these standards, which include not accepting payment of money or anything of value, directly or indirectly, from any person for the purpose of illegally or improperly inducing anyone to take any action favorable to any party in connection with the Study.

4. Grantee Responsibilities

The Grantee shall undertake its best efforts to provide reasonable support for the Contractor, such as local transportation, office space, and secretarial support.

5. USTDA as Financier

(A) USTDA Approval of Competitive Selection Procedures

Selection of the U.S. Contractor shall be carried out by the Grantee according to its established procedures for the competitive selection of contractors with advance notice of the procurement published online through *Federal Business Opportunities* (www.fedbizopps.gov). Upon request, the Grantee will submit these contracting procedures and related documents to USTDA for information and/or approval.

(B) USTDA Approval of Contractor Selection

The Grantee shall notify USTDA at the address of record set forth in Article 17 below upon selection of the Contractor to perform the Study. Upon approval of this selection by USTDA, the Grantee and the Contractor shall then enter into a contract for performance of the Study. The Grantee shall notify in writing the U.S. firms that submitted unsuccessful proposals to perform the Study that they were not selected.

(C) USTDA Approval of Contract Between Grantee and Contractor

The Grantee and the Contractor shall enter into a contract for performance of the Study. This contract, and any amendments thereto, including assignments and changes in the Terms of Reference, must be approved by USTDA in writing. To expedite this approval, the Grantee (or the Contractor on the Grantee's behalf) shall transmit to USTDA, at the address set forth in Article 17 below, a photocopy of an English language version of the signed contract or a final negotiated draft version of the contract.

(D) USTDA Not a Party to the Contract

It is understood by the parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of the contract and any amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any contract funded under the Grant Agreement. The parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of funding the Study and shall not be construed as making USTDA a party to the contract. The parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the parties to the contract or any subcontract, jointly or separately, without thereby incurring any responsibility or liability to such parties. Any approval or failure to approve by USTDA shall not bar the Grantee or USTDA from asserting any right they might have against the

Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Grantee or USTDA.

(E) Grant Agreement Controlling

Regardless of USTDA approval, the rights and obligations of any party to the contract or subcontract thereunder must be consistent with this Grant Agreement. In the event of any inconsistency between the Grant Agreement and any contract or subcontract funded by the Grant Agreement, the Grant Agreement shall be controlling.

6. Disbursement Procedures

(A) USTDA Approval of Contract Required

USTDA will make disbursements of Grant funds directly to the Contractor only after USTDA approves the Grantee's contract with the Contractor.

(B) Contractor Invoice Requirements

The Grantee should request disbursement of funds by USTDA to the Contractor for performance of the Study by submitting invoices in accordance with the procedures set forth in the USTDA Mandatory Clauses in Annex II.

7. Effective Date

The effective date of this Grant Agreement ("Effective Date") shall be the date of signature by both parties or, if the parties sign on different dates, the date of the last signature.

8. Study Schedule

(A) Study Completion Date

The completion date for the Study, which is September 30, 2010 is the date by which the parties estimate that the Study will have been completed.

(B) Time Limitation on Disbursement of USTDA Grant Funds

Except as USTDA may otherwise agree, (a) no USTDA funds may be disbursed under this Grant Agreement for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (b) all funds made available under the Grant Agreement must be disbursed within four (4) years from the Effective Date of the Grant Agreement.

9. USTDA Mandatory Clauses

All contracts funded under this Grant Agreement shall include the USTDA mandatory clauses set forth in Annex II to this Grant Agreement. All subcontracts funded or partially funded with USTDA Grant funds shall include the USTDA mandatory clauses, except for clauses B(1), G, H, I, and J.

10. Use of U.S. Carriers

(A) Air

Transportation by air of persons or property funded under the Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.

(B) Marine

Transportation by sea of property funded under the Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference law.

11. Nationality, Source and Origin

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and services funded by USTDA under the Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from Host Country may not exceed twenty percent (20%) of the USTDA Grant amount and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for performance of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions. USTDA will make available further details concerning these provisions upon request.

12. Taxes

USTDA funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country. Neither the Grantee nor the Contractor will seek reimbursement from USTDA for such taxes, tariffs, duties, fees or other levies.

13. Cooperation Between Parties and Follow-Up

The parties will cooperate to assure that the purposes of the Grant Agreement are accomplished. For five (5) years following receipt by USTDA of the Final Report (as defined in Clause I of Annex II), the Grantee agrees to respond to any reasonable inquiries from USTDA about the status of the Project.

14. Implementation Letters

To assist the Grantee in the implementation of the Study, USTDA may, from time to time, issue implementation letters that will provide additional information about matters covered by the Grant Agreement. The parties may also use jointly agreed upon implementation letters to confirm and record their mutual understanding of matters covered by the Grant Agreement.

15. Recordkeeping and Audit

The Grantee agrees to maintain books, records, and other documents relating to the Study and the Grant Agreement adequate to demonstrate implementation of its responsibilities under the Grant Agreement, including the selection of contractors, receipt and approval of contract deliverables, and approval or disapproval of contractor invoices for payment by USTDA. Such books, records, and other documents shall be separately maintained for three (3) years after the date of the final disbursement by USTDA. The Grantee shall afford USTDA or its authorized representatives the opportunity at reasonable times to review books, records, and other documents relating to the Study and the Grant Agreement.

16. Representation of Parties

For all purposes relevant to the Grant Agreement, the Government of the United States of America will be represented by the U. S. Ambassador to Host Country or USTDA and Grantee will be represented by the Permanent Secretary. The parties hereto may, by written notice, designate additional representatives for all purposes under the Grant Agreement.

17. Addresses of Record for Parties

Any notice, request, document, or other communication submitted by either party to the other under the Grant Agreement shall be in writing or through a wire or electronic medium which produces a tangible record of the transmission, such as a telegram, cable or facsimile, and will be deemed duly given or sent when delivered to such party at the following:

To: Mr. David O. O. Obong
Permanent Secretary

Ministry of Water and Environment
P.O.Box 20006
Kampala – Uganda

Fax: +256 414 220074
Email: ps@mwe.go.ug

To: U.S. Trade and Development Agency
1000 Wilson Boulevard, Suite 1600
Arlington, Virginia 22209-3901
USA

Phone: (703) 875-4357
Fax: (703) 875-4009

All such communications shall be in English, unless the parties otherwise agree in writing. In addition, the Grantee shall provide the Economic Section of the U.S. Embassy in Host Country with a copy of each communication sent to USTDA.

Any communication relating to this Grant Agreement shall include the following fiscal data:

Appropriation No.: 11 9/10 1001
Activity No.: 2009-11025A
Reservation No.: 2009110039
Grant No.: GH2009110010

18. Termination Clause

Either party may terminate the Grant Agreement by giving the other party thirty (30) days advance written notice. The termination of the Grant Agreement will end any obligations of the parties to provide financial or other resources for the Study, except for payments which they are committed to make pursuant to noncancellable commitments entered into with third parties prior to the written notice of termination.

19. Non-waiver of Rights and Remedies

No delay in exercising any right or remedy accruing to either party in connection with the Grant Agreement shall be construed as a waiver of such right or remedy.

20. U.S. Technology and Equipment

By funding this Study, USTDA seeks to promote the project objectives of the Host Country through the use of U.S. technology, goods, and services. In recognition of this purpose, the Grantee agrees that it will allow U.S. suppliers to compete in the procurement of technology, goods and services needed for Project implementation.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Government of the United States of America and the Government of the Republic of Uganda each acting through its duly authorized representative, have caused this Agreement to be signed in the English language in their names and delivered as of the day and year written below. In the event that this Grant Agreement is signed in more than one language, the English language version shall govern.

For the Government of the
United States of America

By: Jerry P. Lanin

Date: 24/09/09

For the Government of the
Republic of Uganda

By: [Signature]

Date: 22nd/09/2009

Witnessed:

By: [Signature]

Witnessed:

By: [Signature]
S.A.K. Mageri

Annex I -- Terms of Reference

Annex II -- USTDA Mandatory Clauses

Annex I

Terms of Reference

Project Description

The Uganda Department of Meteorology ("UDM") is currently a department in the Ministry of Water and Environment and is slated to become a semi-autonomous executive agency in 2009. UDM wants to upgrade its systems to provide both state of the art meteorological services to its aviation sector and better forecasting of rain, potential flooding, and long term forecasting to enhance productivity in the agricultural sector. UDM has requested help in documenting the shortcomings of its current equipment and in identifying what new equipment and services would be required to provide reliable weather forecasts and meteorological services. In addition, as it becomes an independent agency, the meteorological service wants advice on restructuring its organization and operations to reflect international norms and to provide efficient services.

UDM is striving to service Uganda's aviation needs to support airline safety. It currently depends on malfunctioning weather radar at Entebbe Airport and aircraft can only get wind indications from the perimeter of the airport runway with no warnings for thunderstorm generated micro-bursts. UDM relies on hourly weather reports by VHF or cell phone from 12 synoptic stations around the country, and systems used within the national weather center are not operating reliably. In addition, aviation meteorological service providers are now required to offer an ISO 9000 quality certified meteorological service, which cannot occur until the Ugandan meteorological services are modernized.

Although UDM is responsible for providing meteorological services to all sectors of the Ugandan economy, including the general public, it is currently unable to provide adequate or reliable forecasts even to agricultural users, users who would benefit from timely warnings of flood or drought and from advice on when to plant.

UDM has determined it needs new Doppler weather radar at Entebbe Airport, new wind shear radar (sonar), new reporting systems, including communications with existing weather stations, and new hardware and software to analyze data and produce timely weather forecasts.

The Study is intended to assess the current state of equipment, infrastructure, human capacity and organizational status of the UDM, identify existing inadequacies, and make suitable recommendations to address them.

Task 1 – Kick Off Meeting, Review Reports and Data

The Contractor shall obtain and review data concerning UDM activities, including plans developed by UDM. Prior to the site visit the Contractor shall have a clear understanding of all prior reports relating to meteorological services in Uganda. The Contractor shall obtain the data and other relevant information from UDM, Uganda Civil Aviation Authority (“UCAA”), the Uganda Ministry of Agriculture, Animal Industry and Fisheries (“MAAIF”), Ministry of Works and Transport (“MOWT”), World Meteorology Organization (“WMO”), International Civil Aviation Organization (“ICAO”), and other stakeholders and organizations as appropriate.

The Contractor shall travel to Uganda and meet with officials from UDM and other stakeholders in Kampala to discuss the basis of the Project and the Study’s objectives. The Contractor shall establish the availability of any data needed at these meetings. The Contractor shall develop a schedule for collecting weather data, information on software currently used, equipment currently employed, and location of equipment and reporting stations, and confirm a Study work plan.

The Contractor shall present the Study work plan to a meeting of Uganda stakeholders and solicit their comments and support for the Project.

Deliverable: Report including all information gathered during the course of Task 1, including the work plan and time table for the Study; presentation of the Study work plan to Uganda stakeholders.

Task 2 – Inventory Meteorological Systems and Facilities

The Contractor shall develop an inventory of existing UDM equipment and facilities including all necessary information to determine existing systems capabilities and to evaluate the transferability of equipment and the ongoing use of existing facilities. The inventory shall include: current system configuration; operations; equipment; facilities; personnel; and training.

The Contractor shall conduct a detailed field assessment at Entebbe Airport and travel to other airports that have or are projected to have significant commercial air traffic in the future as determined by UCAA, as well as any other locations deemed appropriate for meteorological installations, paying particular attention to agricultural requirements. The Contractor shall evaluate the only radar station which is located at Entebbe Airport. The



Contractor shall determine what developments within the East African Community will affect the meteorological requirements for UDM.

The aim of these visits and data collection is for the Contractor to get a full understanding of on-site conditions and any site-related issues which need to be considered, and for the Contractor to identify the adequacy and shortcomings in the existing systems.

Deliverable: Report including all information gathered during the course of Task 2, including an inventory of current UDM systems and operations to include shortcomings of existing systems in dealing with current weather forecasting.

Task 3 – Review Weather Data, Economic and Socio-economic Analysis of the Project

The Contractor shall conduct a review of the statistics and reports on climate-related phenomena which will be provided by the UDM. The purpose of this task is to understand the recurrence and frequency of such events in order to incorporate them in the equipment planning and financial analysis included herein.

In addition to reviewing the reports concerning the severity of the phenomena such as precipitation rates and flood flows, the Contractor shall review the reports on the extent and cost of the damage by those phenomena, including property damage, injuries and deaths, environmental damage and the socio-economic implications of such damage. The Contractor shall categorize the data by geographic location in order to determine the extent of damages to areas covered by the current network as well as those outside any forecasting area.

Deliverable: Report including all information gathered during the course of Task 3 including an analysis of the benefits of having an improved weather forecasting system to the Ugandan aviation, agricultural, and other sectors, taking into account such prevention of damage and injury as can be expected.

Task 4 – Equipment and Facility Requirements

Based on the findings in Tasks 1, 2 and 3, the Contractor shall either validate the UDM plans for equipment requirements or define new of equipment, including communications systems, required for the UDM headquarters and for the rest of the meteorological system in Uganda to accommodate growth and new technical systems.

Based on the gap between the inventory of existing equipment and the forecast requirements, the Contractor shall identify additional equipment that the UDM will need to acquire, and assess whether existing UDM facilities can accommodate this new equipment or if new construction will be required. If new construction will be required, the contractor shall produce a high-level plan for such construction, including potential sites and approximate building configurations. The Contractor shall detail the technical specifications, quantities and requirements for all of the equipment recommended to create the expanded UDM capabilities and to upgrade the existing UDM system. The equipment plan shall consider UDM's needs over the next 15 years. The Contractor shall analyze the recommended equipment and locations in order to determine the most economic solutions while minimizing environmental and other negative impacts.

Deliverable: Report including all information gathered during the course of Task 4, including detailed equipment specifications and requirements, facility locations, and building configurations which will be required over the next 15 years.

Task 5 – Capital Investment Program

The Contractor shall prepare a capital investment program ("CIP") for the Project that includes investments required for the enhanced UDM to include all new equipment and civil works related to the Project, as well as for changes to and upgrades of existing radar and monitoring equipment needed by the UDM system to maintain and enhance its capabilities in the future. The CIP shall include: meteorological equipment; communications equipment; civil engineering construction cost; land or building acquisition; fees and expenses; transition cost and timing.

Deliverable: Report including all information gathered during the course of Task 5, including the detailed Capital Investment Program for the Project.

Task 6 – Preliminary Environmental Impact Assessment

The Contractor shall prepare a preliminary environmental impact assessment that identifies any potential negative or positive environmental impacts resulting from the Project. This review shall include reference to local requirements and requirements of multi-lateral lending agencies, such as The World Bank, and African Development Bank. Any negative environmental impacts shall be reported and mitigation considered in the timetable and CIP.

Deliverable: Report including all information gathered during the course of Task 6, including a preliminary environmental impact assessment.

Task 7 – Organizational Recommendations

The Contractor shall review the human resources and organization of UDM. The Contractor shall recommend organizational changes needed at UDM in order to continue to develop effectively and provide professional efficient service to all clients, including aviation and agriculture. The Contractor shall identify management, maintenance, and staff skills required to maintain the meteorological systems to world standards, and shall take into account ongoing training and human resource development needs.

Deliverable: Report including all information gathered during the course of Task 7, including an organization chart with technical qualifications needed for each of the major positions and recommended staffing levels.

Task 8 – Financial Analysis of the Project

The Contractor shall prepare a financial analysis of the Project. The objective of the analysis is to lay out a clear picture of the capital required, the cost of capital, and the ongoing cost of operations including training. The Contractor shall obtain from UDM and review the 1998 "Report on Reimbursement of the Costs of Providing Aeronautical Meteorological Services in Uganda" prepared for UDM by ICAO and the World Meteorological Organization to help in this task. The analysis shall include equipment maintenance and human resource requirements to maintain the meteorological system for the long term, and shall address revenues that will be available to fund the UDM, including increased or new user fees.

The Contractor shall prepare a 15-year financial forecast model showing all cash flows and the projected subsidy that will be needed to fully fund the UDM operation. The Contractor shall explain in detail the assumptions made in the forecast. The analysis shall be in constant U.S. dollars. In addition, the Contractor shall test the sensitivity of the financial projection to factors such as varying costs, financing options and implementation delays.

Deliverable: Report including all information gathered during the course of Task 8, including a financial feasibility assessment and 15-year model which will document the

financial analysis of the Project, including the annual budget support required by the government.

Task 9 – Potential U.S. Sources of Supply

The Contractor shall develop a best estimate of the potential for U.S. supply of goods and services for implementation of the Project. The Contractor shall include a database of U.S. companies that could be suppliers and their level of interest in the Project. The database shall include U.S. company name, address, personnel contact names with phone and email addresses, and the goods or services that could be exported in connection with the Project. The database Report including all information gathered during the course of Task 9, shall be in a searchable format.

Deliverable: Report including all information gathered during the course of Task 9, including identification of equipment and services that can be exported from the U.S.

Deliverable: Database of potential U.S. sources of supply of goods and services necessary for implementation of the Project.

Task 10 – Financing Options

After establishing the feasibility and funding requirements of the modernization of the UDM, the Contractor shall determine the funding required from outside sources.

The Contractor shall survey potential outside funding sources to discover their likely support of the Project. Some sources for funding could be The World Bank, the African Development Bank ("ADB"), and other multi-lateral development institutions that have an interest in Africa. The Contractor shall contact the U.S. Export-Import Bank to understand the potential for financing U.S. goods related to the Project.

Deliverable: Report including all information gathered during the course of Task 10, including potential financing options for the Project.

Task 11 – Implementation Plan

The Contractor shall prepare a plan showing the steps necessary to implement the Project with associated timing. The plan and timetable shall be developed in conjunction with the CIP.

Deliverable: Report including all information gathered during the course of Task 11, including an implementation plan for the modernization of the UDM.

Task 12 – Developmental Impact Assessment

The Contractor shall assess the development benefits associated with the Project and the methodology for measuring those benefits. The assessment shall include examples of the development benefits that would be expected in Uganda if the modernization of the UDM is implemented as outlined in the Final Report. Specific attention shall be given to:

Infrastructure: improvements in the physical, financial, and social infrastructure of Uganda.

Technology Transfer and Productivity Improvements: introduction of advanced technologies and improvement of processes that stimulate greater economic productivity.

Human Capacity Building: new job opportunities, sustained employment, or advanced training to upgrade the capability of the workforce.

Market-Oriented Reforms: transparency and private sector participation.

Other/Spin-Off Effects: any other developmental benefits derived from the Project including, for example, improvements in airport safety through better weather forecasts, and increased agricultural production due to better weather forecasting.

Deliverable: Report including all information gathered during the course of Task 12, including the a detailed description of developmental impact of the modernization of the UDM.

Task 13 – Draft Report and Stakeholder Workshop

The Contractor shall prepare and deliver to UDM a full and complete Draft Final Report of all the work performed under these Terms of Reference. The draft report will follow the format noted below for the Final Report.

The Contractor shall present elements of the Draft Report in presentation format to a stakeholders' workshop in Uganda to include representatives from UCAA, MAAIF, MOWT, and others as appropriate to inform stakeholders of the recommendations and obtain their feedback. In particular, the Contractor shall present the implementation plan

for the modernization of UDM, showing the steps necessary to implement the modernization of the UDM and the associated timing.

Task 14 – Final Report

The Contractor shall prepare and deliver to the Grantee and USTDA a substantive and comprehensive final report of all work performed under these Terms of Reference ("Final Report"). The Final Report shall be organized according to the above tasks, and shall include all deliverables and documents that have been provided to the Grantee. The Final Report shall be prepared in accordance with Clause I of Annex II of the Grant Agreement. UDM and the Grantee will be given 2 weeks to comment and make changes to the Draft Final Report before the Contractor submits the Final Report.

Notes:

- (1) The Contractor is responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of the Terms of Reference.
- (2) The Contractor and the Grantee shall be careful to ensure that the public version of the Final Report contains no security or confidential information.
- (3) The Grantee and USTDA shall have an irrevocable, worldwide, royalty-free, non-exclusive right to use and distribute the Final Report and all work product that is developed under these Terms of Reference.

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Annex II

USTDA Mandatory Contract Clauses

A. USTDA Mandatory Clauses Controlling

The parties to this contract acknowledge that this contract is funded in whole or in part by the U.S. Trade and Development Agency ("USTDA") under the Grant Agreement between the Government of the United States of America acting through USTDA and the Government of the Republic of Uganda acting through the Ministry of Water and Environment ("Client"), dated _____ ("Grant Agreement"). The Client has selected _____ ("Contractor") to perform the feasibility study ("Study") for the Department of Meteorological Services Modernization project ("Project") in Uganda ("Host Country"). Notwithstanding any other provisions of this contract, the following USTDA mandatory contract clauses shall govern. All subcontracts entered into by Contractor funded or partially funded with USTDA Grant funds shall include these USTDA mandatory contract clauses, except for clauses B(1), G, H, I, and J. In addition, in the event of any inconsistency between the Grant Agreement and any contract or subcontract thereunder, the Grant Agreement shall be controlling.

B. USTDA as Financier

(1) USTDA Approval of Contract

All contracts funded under the Grant Agreement, and any amendments thereto, including assignments and changes in the Terms of Reference, must be approved by USTDA in writing in order to be effective with respect to the expenditure of USTDA Grant funds. USTDA will not authorize the disbursement of USTDA Grant funds until the contract has been formally approved by USTDA or until the contract conforms to modifications required by USTDA during the contract review process.

(2) USTDA Not a Party to the Contract

It is understood by the parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of this contract and amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any contract funded under the Grant Agreement. The parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of financing the Study and shall not be construed as making USTDA a party to the contract. The parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the parties to the contract or any subcontract, jointly or separately, without thereby incurring any responsibility

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or liability to such parties. Any approval or failure to approve by USTDA shall not bar the Client or USTDA from asserting any right they might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Client or USTDA.

C. Nationality, Source and Origin

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and services funded by USTDA under the Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from Host Country may not exceed twenty percent (20%) of the USTDA Grant amount and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for performance of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions. USTDA will make available further details concerning these provisions upon request.

D. Recordkeeping and Audit

The Contractor and subcontractors funded under the Grant Agreement shall maintain, in accordance with generally accepted accounting procedures, books, records, and other documents, sufficient to reflect properly all transactions under or in connection with the contract. These books, records, and other documents shall clearly identify and track the use and expenditure of USTDA funds, separately from other funding sources. Such books, records, and documents shall be maintained during the contract term and for a period of three (3) years after final disbursement by USTDA. The Contractor and subcontractors shall afford USTDA, or its authorized representatives, the opportunity at reasonable times for inspection and audit of such books, records, and other documentation.

E. U.S. Carriers

(1) Air

Transportation by air of persons or property funded under the Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.

(2) Marine

Transportation by sea of property funded under the Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference law.

F. Workman's Compensation Insurance

The Contractor shall provide adequate Workman's Compensation Insurance coverage for work performed under this Contract.

G. Reporting Requirements

The Contractor shall advise USTDA by letter as to the status of the Project on March 1st annually for a period of two (2) years after completion of the Study. In addition, if at any time the Contractor receives follow-on work from the Client, the Contractor shall so notify USTDA and designate the Contractor's contact point including name, telephone, and fax number. Since this information may be made publicly available by USTDA, any information which is confidential shall be designated as such by the Contractor and provided separately to USTDA. USTDA will maintain the confidentiality of such information in accordance with applicable law.

H. Disbursement Procedures

(1) USTDA Approval of Contract

Disbursement of Grant funds will be made only after USTDA approval of this contract. To make this review in a timely fashion, USTDA must receive from either the Client or the Contractor a photocopy of an English language version of a signed contract or a final negotiated draft version to the attention of the General Counsel's office at USTDA's address listed in Clause M below.

(2) Payment Schedule Requirements

A payment schedule for disbursement of Grant funds to the Contractor shall be included in this Contract. Such payment schedule must conform to the following USTDA requirements: (1) up to twenty percent (20%) of the total USTDA Grant amount may be used as a mobilization payment; (2) all other payments, with the exception of the final payment, shall be based upon contract performance milestones; and (3) the final payment may be no less than fifteen percent (15%) of the total USTDA Grant amount, payable upon receipt by USTDA of an approved Final Report in accordance with the specifications and quantities set forth in Clause I below. Invoicing procedures for all payments are described below.

(3) Contractor Invoice Requirements

USTDA will make all disbursements of USTDA Grant funds directly to the Contractor. The Contractor must provide USTDA with an ACH Vendor Enrollment Form (available from USTDA) with the first invoice. The Client shall request disbursement of funds by

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USTDA to the Contractor for performance of the contract by submitting the following to USTDA:

(a) Contractor's Invoice

The Contractor's invoice shall include reference to an item listed in the Contract payment schedule, the requested payment amount, and an appropriate certification by the Contractor, as follows:

(i) For a mobilization payment (if any):

"As a condition for this mobilization payment, the Contractor certifies that it will perform all work in accordance with the terms of its Contract with the Client. To the extent that the Contractor does not comply with the terms and conditions of the Contract, including the USTDA mandatory provisions contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

(ii) For contract performance milestone payments:

"The Contractor has performed the work described in this invoice in accordance with the terms of its contract with the Client and is entitled to payment thereunder. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA mandatory provisions contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

(iii) For final payment:

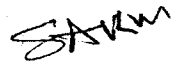
"The Contractor has performed the work described in this invoice in accordance with the terms of its contract with the Client and is entitled to payment thereunder. Specifically, the Contractor has submitted the Final Report to the Client, as required by the Contract, and received the Client's approval of the Final Report. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA mandatory provisions contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

(b) Client's Approval of the Contractor's Invoice

(i) The invoice for a mobilization payment must be approved in writing by the Client.

(ii) For contract performance milestone payments, the following certification by the Client must be provided on the invoice or separately:

"The services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions and the terms and conditions of the USTDA Grant Agreement."



(iii) For final payment, the following certification by the Client must be provided on the invoice or separately:

"The services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions and terms and conditions of the USTDA Grant Agreement. The Final Report submitted by the Contractor has been reviewed and approved by the Client. "

(c) USTDA Address for Disbursement Requests

Requests for disbursement shall be submitted by courier or mail to the attention of the Finance Department at USTDA's address listed in Clause M below.

(4) Termination

In the event that the Contract is terminated prior to completion, the Contractor will be eligible, subject to USTDA approval, for reasonable and documented costs which have been incurred in performing the Terms of Reference prior to termination, as well as reasonable wind down expenses. Reimbursement for such costs shall not exceed the total amount of undisbursed Grant funds. Likewise, in the event of such termination, USTDA is entitled to receive from the Contractor all USTDA Grant funds previously disbursed to the Contractor (including but not limited to mobilization payments) which exceed the reasonable and documented costs incurred in performing the Terms of Reference prior to termination.

I. USTDA Final Report

(1) Definition

"Final Report" shall mean the Final Report described in the attached Annex I Terms of Reference or, if no such "Final Report" is described therein, "Final Report" shall mean a substantive and comprehensive report of work performed in accordance with the attached Annex I Terms of Reference, including any documents delivered to the Client.

(2) Final Report Submission Requirements

The Contractor shall provide the following to USTDA:

(a) One (1) complete version of the Final Report for USTDA's records. This version shall have been approved by the Client in writing and must be in the English language. It is the responsibility of the Contractor to ensure that confidential information, if any, contained in this version be clearly marked. USTDA will maintain the confidentiality of such information in accordance with applicable law.

and

(b) One (1) copy of the Final Report suitable for public distribution ("Public Version"). The Public Version shall have been approved by the Client in writing and must be in the English language. As this version will be available for public distribution, it must not contain any confidential information. If the report in (a) above contains no confidential information, it may be used as the Public Version. In any event, the Public Version must be informative and contain sufficient Project detail to be useful to prospective equipment and service providers.

and

(c) Two (2) CD-ROMs, each containing a complete copy of the Public Version of the Final Report. The electronic files on the CD-ROMs shall be submitted in a commonly accessible read-only format. As these CD-ROMs will be available for public distribution, they must not contain any confidential information. It is the responsibility of the Contractor to ensure that no confidential information is contained on the CD-ROMs.

The Contractor shall also provide one (1) copy of the Public Version of the Final Report to the Foreign Commercial Service Officer or the Economic Section of the U.S. Embassy in Host Country for informational purposes.

(3) Final Report Presentation

All Final Reports submitted to USTDA must be paginated and include the following:

(a) The front cover of every Final Report shall contain the name of the Client, the name of the Contractor who prepared the report, a report title, USTDA's logo, USTDA's mailing and delivery addresses. If the complete version of the Final Report contains confidential information, the Contractor shall be responsible for labeling the front cover of that version of the Final Report with the term "Confidential Version." The Contractor shall be responsible for labeling the front cover of the Public Version of the Final Report with the term "Public Version." The front cover of every Final Report shall also contain the following disclaimer:

"This report was funded by the U.S. Trade and Development Agency (USTDA), an agency of the U. S. Government. The opinions, findings, conclusions or recommendations expressed in this document are those of the author(s) and do not necessarily represent the official position or policies of USTDA. USTDA makes no representation about, nor does it accept responsibility for, the accuracy or completeness of the information contained in this report."

(b) The inside front cover of every Final Report shall contain USTDA's logo, USTDA's mailing and delivery addresses, and USTDA's mission statement.

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Camera-ready copy of USTDA Final Report specifications will be available from USTDA upon request.

(c) The Contractor shall affix to the front of the CD-ROM a label identifying the Host Country, USTDA Activity Number, the name of the Client, the name of the Contractor who prepared the report, a report title, and the following language:

"The Contractor certifies that this CD-ROM contains the Public Version of the Final Report and that all contents are suitable for public distribution."

(d) The Contractor and any subcontractors that perform work pursuant to the Grant Agreement must be clearly identified in the Final Report. Business name, point of contact, address, telephone and fax numbers shall be included for Contractor and each subcontractor.

(e) The Final Report, while aiming at optimum specifications and characteristics for the Project, shall identify the availability of prospective U.S. sources of supply. Business name, point of contact, address, telephone and fax numbers shall be included for each commercial source.

(f) The Final Report shall be accompanied by a letter or other notation by the Client which states that the Client approves the Final Report. A certification by the Client to this effect provided on or with the invoice for final payment will meet this requirement.

J. Modifications

All changes, modifications, assignments or amendments to this contract, including the appendices, shall be made only by written agreement by the parties hereto, subject to written USTDA approval.

K. Study Schedule

(1) Study Completion Date

The completion date for the Study, which is September 30, 2010 is the date by which the parties estimate that the Study will have been completed.



(2) Time Limitation on Disbursement of USTDA Grant Funds

Except as USTDA may otherwise agree, (a) no USTDA funds may be disbursed under this contract for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (b) all funds made available under the Grant Agreement must be disbursed within four (4) years from the Effective Date of the Grant Agreement.

L. Business Practices

The Contractor agrees not to pay, promise to pay, or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a governmental official or private individual) for the purpose of illegally or improperly inducing anyone to take any action favorable to any party in connection with the Study. The Client agrees not to receive any such payment. The Contractor and the Client agree that each will require that any agent or representative hired to represent them in connection with the Study will comply with this paragraph and all laws which apply to activities and obligations of each party under this Contract, including but not limited to those laws and obligations dealing with improper payments as described above.

M. USTDA Address and Fiscal Data

Any communication with USTDA regarding this Contract shall be sent to the following address and include the fiscal data listed below:

U.S. Trade and Development Agency
1000 Wilson Boulevard, Suite 1600
Arlington, Virginia 22209-3901
USA

Phone: (703) 875-4357
Fax: (703) 875-4009

Fiscal Data:

Appropriation No.: 11 9/10 1001
Activity No.: 2009-11025A
Reservation No.: 2009110039
Grant No.: GH2009110010

N. Definitions

All capitalized terms not otherwise defined herein shall have the meaning set forth in the Grant Agreement.

O. Taxes

USTDA funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country. Neither the Client nor the Contractor will seek reimbursement from USTDA for such taxes, tariffs, duties, fees or other levies.

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ANNEX 5

Annex I

Terms of Reference

Project Description

The Uganda Department of Meteorology ("UDM") is currently a department in the Ministry of Water and Environment and is slated to become a semi-autonomous executive agency in 2009. UDM wants to upgrade its systems to provide both state of the art meteorological services to its aviation sector and better forecasting of rain, potential flooding, and long term forecasting to enhance productivity in the agricultural sector. UDM has requested help in documenting the shortcomings of its current equipment and in identifying what new equipment and services would be required to provide reliable weather forecasts and meteorological services. In addition, as it becomes an independent agency, the meteorological service wants advice on restructuring its organization and operations to reflect international norms and to provide efficient services.

UDM is striving to service Uganda's aviation needs to support airline safety. It currently depends on malfunctioning weather radar at Entebbe Airport and aircraft can only get wind indications from the perimeter of the airport runway with no warnings for thunderstorm generated micro-bursts. UDM relies on hourly weather reports by VHF or cell phone from 12 synoptic stations around the country, and systems used within the national weather center are not operating reliably. In addition, aviation meteorological service providers are now required to offer an ISO 9000 quality certified meteorological service, which cannot occur until the Ugandan meteorological services are modernized.

Although UDM is responsible for providing meteorological services to all sectors of the Ugandan economy, including the general public, it is currently unable to provide adequate or reliable forecasts even to agricultural users, users who would benefit from timely warnings of flood or drought and from advice on when to plant.

UDM has determined it needs new Doppler weather radar at Entebbe Airport, new wind shear radar (sonar), new reporting systems, including communications with existing weather stations, and new hardware and software to analyze data and produce timely weather forecasts.

The Study is intended to assess the current state of equipment, infrastructure, human capacity and organizational status of the UDM, identify existing inadequacies, and make suitable recommendations to address them.

Task 1 – Kick Off Meeting, Review Reports and Data

The Contractor shall obtain and review data concerning UDM activities, including plans developed by UDM. Prior to the site visit the Contractor shall have a clear understanding of all prior reports relating to meteorological services in Uganda. The Contractor shall obtain the data and other relevant information from UDM, Uganda Civil Aviation Authority ("UCAA"), the Uganda Ministry of Agriculture, Animal Industry and Fisheries ("MAAIF"), Ministry of Works and Transport ("MOWT"), World Meteorology Organization ("WMO"), International Civil Aviation Organization ("ICAO"), and other stakeholders and organizations as appropriate.

The Contractor shall travel to Uganda and meet with officials from UDM and other stakeholders in Kampala to discuss the basis of the Project and the Study's objectives. The Contractor shall establish the availability of any data needed at these meetings. The Contractor shall develop a schedule for collecting weather data, information on software currently used, equipment currently employed, and location of equipment and reporting stations, and confirm a Study work plan.

The Contractor shall present the Study work plan to a meeting of Uganda stakeholders and solicit their comments and support for the Project.

Deliverable: Report including all information gathered during the course of Task 1, including the work plan and time table for the Study; presentation of the Study work plan to Uganda stakeholders.

Task 2 – Inventory Meteorological Systems and Facilities

The Contractor shall develop an inventory of existing UDM equipment and facilities including all necessary information to determine existing systems capabilities and to evaluate the transferability of equipment and the ongoing use of existing facilities. The inventory shall include: current system configuration; operations; equipment; facilities; personnel; and training.

The Contractor shall conduct a detailed field assessment at Entebbe Airport and travel to other airports that have or are projected to have significant commercial air traffic in the future as determined by UCAA, as well as any other locations deemed appropriate for meteorological installations, paying particular attention to agricultural requirements. The Contractor shall evaluate the only radar station which is located at Entebbe Airport. The

Contractor shall determine what developments within the East African Community will affect the meteorological requirements for UDM.

The aim of these visits and data collection is for the Contractor to get a full understanding of on-site conditions and any site-related issues which need to be considered, and for the Contractor to identify the adequacy and shortcomings in the existing systems.

Deliverable: Report including all information gathered during the course of Task 2, including an inventory of current UDM systems and operations to include shortcomings of existing systems in dealing with current weather forecasting.

Task 3 – Review Weather Data, Economic and Socio-economic Analysis of the Project

The Contractor shall conduct a review of the statistics and reports on climate-related phenomena which will be provided by the UDM. The purpose of this task is to understand the recurrence and frequency of such events in order to incorporate them in the equipment planning and financial analysis included herein.

In addition to reviewing the reports concerning the severity of the phenomena such as precipitation rates and flood flows, the Contractor shall review the reports on the extent and cost of the damage by those phenomena, including property damage, injuries and deaths, environmental damage and the socio-economic implications of such damage. The Contractor shall categorize the data by geographic location in order to determine the extent of damages to areas covered by the current network as well as those outside any forecasting area.

Deliverable: Report including all information gathered during the course of Task 3 including an analysis of the benefits of having an improved weather forecasting system to the Ugandan aviation, agricultural, and other sectors, taking into account such prevention of damage and injury as can be expected.

Task 4 – Equipment and Facility Requirements

Based on the findings in Tasks 1, 2 and 3, the Contractor shall either validate the UDM plans for equipment requirements or define new of equipment, including communications systems, required for the UDM headquarters and for the rest of the meteorological system in Uganda to accommodate growth and new technical systems.

Based on the gap between the inventory of existing equipment and the forecast requirements, the Contractor shall identify additional equipment that the UDM will need to acquire, and assess whether existing UDM facilities can accommodate this new equipment or if new construction will be required. If new construction will be required, the contractor shall produce a high-level plan for such construction, including potential sites and approximate building configurations. The Contractor shall detail the technical specifications, quantities and requirements for all of the equipment recommended to create the expanded UDM capabilities and to upgrade the existing UDM system. The equipment plan shall consider UDM's needs over the next 15 years. The Contractor shall analyze the recommended equipment and locations in order to determine the most economic solutions while minimizing environmental and other negative impacts.

Deliverable: Report including all information gathered during the course of Task 4, including detailed equipment specifications and requirements, facility locations, and building configurations which will be required over the next 15 years.

Task 5 – Capital Investment Program

The Contractor shall prepare a capital investment program ("CIP") for the Project that includes investments required for the enhanced UDM to include all new equipment and civil works related to the Project, as well as for changes to and upgrades of existing radar and monitoring equipment needed by the UDM system to maintain and enhance its capabilities in the future. The CIP shall include: meteorological equipment; communications equipment; civil engineering construction cost; land or building acquisition; fees and expenses; transition cost and timing.

Deliverable: Report including all information gathered during the course of Task 5, including the detailed Capital Investment Program for the Project.

Task 6 – Preliminary Environmental Impact Assessment

The Contractor shall prepare a preliminary environmental impact assessment that identifies any potential negative or positive environmental impacts resulting from the Project. This review shall include reference to local requirements and requirements of multi-lateral lending agencies, such as The World Bank, and African Development Bank. Any negative environmental impacts shall be reported and mitigation considered in the timetable and CIP.

Deliverable: Report including all information gathered during the course of Task 6, including a preliminary environmental impact assessment.

Task 7 – Organizational Recommendations

The Contractor shall review the human resources and organization of UDM. The Contractor shall recommend organizational changes needed at UDM in order to continue to develop effectively and provide professional efficient service to all clients, including aviation and agriculture. The Contractor shall identify management, maintenance, and staff skills required to maintain the meteorological systems to world standards, and shall take into account ongoing training and human resource development needs.

Deliverable: Report including all information gathered during the course of Task 7, including an organization chart with technical qualifications needed for each of the major positions and recommended staffing levels.

Task 8 – Financial Analysis of the Project

The Contractor shall prepare a financial analysis of the Project. The objective of the analysis is to lay out a clear picture of the capital required, the cost of capital, and the ongoing cost of operations including training. The Contractor shall obtain from UDM and review the 1998 "Report on Reimbursement of the Costs of Providing Aeronautical Meteorological Services in Uganda" prepared for UDM by ICAO and the World Meteorological Organization to help in this task. The analysis shall include equipment maintenance and human resource requirements to maintain the meteorological system for the long term, and shall address revenues that will be available to fund the UDM, including increased or new user fees.

The Contractor shall prepare a 15-year financial forecast model showing all cash flows and the projected subsidy that will be needed to fully fund the UDM operation. The Contractor shall explain in detail the assumptions made in the forecast. The analysis shall be in constant U.S. dollars. In addition, the Contractor shall test the sensitivity of the financial projection to factors such as varying costs, financing options and implementation delays.

Deliverable: Report including all information gathered during the course of Task 8, including a financial feasibility assessment and 15-year model which will document the

financial analysis of the Project, including the annual budget support required by the government.

Task 9 – Potential U.S. Sources of Supply

The Contractor shall develop a best estimate of the potential for U.S. supply of goods and services for implementation of the Project. The Contractor shall include a database of U.S. companies that could be suppliers and their level of interest in the Project. The database shall include U.S. company name, address, personnel contact names with phone and email addresses, and the goods or services that could be exported in connection with the Project. The database Report including all information gathered during the course of Task 9, shall be in a searchable format.

Deliverable: Report including all information gathered during the course of Task 9, including identification of equipment and services that can be exported from the U.S.

Deliverable: Database of potential U.S. sources of supply of goods and services necessary for implementation of the Project.

Task 10 – Financing Options

After establishing the feasibility and funding requirements of the modernization of the UDM, the Contractor shall determine the funding required from outside sources.

The Contractor shall survey potential outside funding sources to discover their likely support of the Project. Some sources for funding could be The World Bank, the African Development Bank ("ADB"), and other multi-lateral development institutions that have an interest in Africa. The Contractor shall contact the U.S. Export-Import Bank to understand the potential for financing U.S. goods related to the Project.

Deliverable: Report including all information gathered during the course of Task 10, including potential financing options for the Project.

Task 11 – Implementation Plan

The Contractor shall prepare a plan showing the steps necessary to implement the Project with associated timing. The plan and timetable shall be developed in conjunction with the CIP.

Deliverable: Report including all information gathered during the course of Task 11, including an implementation plan for the modernization of the UDM.

Task 12 – Developmental Impact Assessment

The Contractor shall assess the development benefits associated with the Project and the methodology for measuring those benefits. The assessment shall include examples of the development benefits that would be expected in Uganda if the modernization of the UDM is implemented as outlined in the Final Report. Specific attention shall be given to:

Infrastructure: improvements in the physical, financial, and social infrastructure of Uganda.

Technology Transfer and Productivity Improvements: introduction of advanced technologies and improvement of processes that stimulate greater economic productivity.

Human Capacity Building: new job opportunities, sustained employment, or advanced training to upgrade the capability of the workforce.

Market-Oriented Reforms: transparency and private sector participation.

Other/Spin-Off Effects: any other developmental benefits derived from the Project including, for example, improvements in airport safety through better weather forecasts, and increased agricultural production due to better weather forecasting.

Deliverable: Report including all information gathered during the course of Task 12, including the a detailed description of developmental impact of the modernization of the UDM.

Task 13 – Draft Report and Stakeholder Workshop

The Contractor shall prepare and deliver to UDM a full and complete Draft Final Report of all the work performed under these Terms of Reference. The draft report will follow the format noted below for the Final Report.

The Contractor shall present elements of the Draft Report in presentation format to a stakeholders' workshop in Uganda to include representatives from UCAA, MAAIF, MOWT, and others as appropriate to inform stakeholders of the recommendations and obtain their feedback. In particular, the Contractor shall present the implementation plan

for the modernization of UDM, showing the steps necessary to implement the modernization of the UDM and the associated timing.

Task 14 – Final Report

The Contractor shall prepare and deliver to the Grantee and USTDA a substantive and comprehensive final report of all work performed under these Terms of Reference ("Final Report"). The Final Report shall be organized according to the above tasks, and shall include all deliverables and documents that have been provided to the Grantee. The Final Report shall be prepared in accordance with Clause I of Annex II of the Grant Agreement. UDM and the Grantee will be given 2 weeks to comment and make changes to the Draft Final Report before the Contractor submits the Final Report.

Notes:

- (1) The Contractor is responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of the Terms of Reference.
- (2) The Contractor and the Grantee shall be careful to ensure that the public version of the Final Report contains no security or confidential information.
- (3) The Grantee and USTDA shall have an irrevocable, worldwide, royalty-free, non-exclusive right to use and distribute the Final Report and all work product that is developed under these Terms of Reference.

ANNEX 6

COMPANY INFORMATION

A. Company Profile

Provide the information listed below relative to the Offeror's firm. If the Offeror is proposing to subcontract some of the proposed work to another firm(s), the information below must be provided for each subcontractor.

1. Name of firm and business address (street address only), including telephone and fax numbers:
2. Year established (include predecessor companies and year(s) established, if appropriate).
3. Type of ownership (e.g. public, private or closely held).
4. If private or closely held company, provide list of shareholders and the percentage of their ownership.
5. List of directors and principal officers (President, Chief Executive Officer, Vice-President(s), Secretary and Treasurer; provide full names including first, middle and last). Please place an asterisk (*) next to the names of those principal officers who will be involved in the Feasibility Study.
6. If Offeror is a subsidiary, indicate if Offeror is a wholly-owned or partially-owned subsidiary. Provide the information requested in items 1 through 5 above for the Offeror's parent(s).
7. Project Manager's name, address, telephone number, e-mail address and fax number.

B. Offeror's Authorized Negotiator

Provide name, title, address, telephone number, e-mail address and fax number of the Offeror's authorized negotiator. The person cited shall be empowered to make binding commitments for the Offeror and its subcontractors, if any.

C. Negotiation Prerequisites

1. Discuss any current or anticipated commitments which may impact the ability of the Offeror or its subcontractors to complete the Feasibility Study as proposed and reflect such impact within the project schedule.

2. Identify any specific information which is needed from the Grantee before commencing contract negotiations.

D. Offeror's Representations

Please provide exceptions and/or explanations in the event that any of the following representations cannot be made:

1. Offeror is a corporation *[insert applicable type of entity if not a corporation]* duly organized, validly existing and in good standing under the laws of the State of _____. The Offeror has all the requisite corporate power and authority to conduct its business as presently conducted, to submit this proposal, and if selected, to execute and deliver a contract to the Grantee for the performance of the Feasibility Study. The Offeror is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment, or ineligible for the award of contracts by any federal or state governmental agency or authority. The Offeror has included, with this proposal, a certified copy of its Articles of Incorporation, and a certificate of good standing issued within one month of the date of its proposal by the State of _____.
2. Neither the Offeror nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
3. Neither the Offeror, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.
4. There are no federal or state tax liens pending against the assets, property or business of the Offeror. The Offeror, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
5. The Offeror has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The Offeror has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected Offeror shall notify the Grantee and USTDA if any of the representations included in its proposal are no longer true and correct at the time of its entry into a contract with the Grantee. USTDA retains the right to request an updated certificate of good standing from the selected Offeror.

Signed: _____
(Authorized Representative)

Print Name: _____

Title: _____

Date: _____